

#44055327 \$25.00

B 210A (Form 210A) (12/09)

UNITED STATES BANKRUPTCY COURT

Eastern District of Texas

FILED
U.S. BANKRUPTCY COURT
EASTERN DISTRICT OF TEXAS
2016 DEC 29 PM 1:47
DEPUTYIn re Interphase Corporation,Case No. 4:15-BK-41732**TRANSFER OF CLAIM OTHER THAN FOR SECURITY**

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

VL Capital Management LLC

Name of Transferee

eSchool Media, Inc.

Name of Transferor

Name and Address where notices to transferee should be sent:

319 West 101st Street, Apartment 5, New York, NY, 10025

Phone: 216-496-4501

Last Four Digits of Acct #: _____

Court Claim # (if known): 18Amount of Claim: \$2,600.00Date Claim Filed: 01/11/2016Phone: 301-913-0115

Last Four Digits of Acct. #: _____

Name and Address where transferee payments should be sent (if different from above):

Phone: _____

Last Four Digits of Acct #: _____

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By: Austin Viny
Transferee/Transferee's Agent

Date: 12/14/2016

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.

CLAIM PURCHASE AGREEMENT DATED 12/17/16

BETWEEN:

VL Capital Management LLC (hereinafter "Purchaser")

AND:

eSchool Media (hereinafter "Seller")

Assignment of claim: The Seller, for consideration in the sum of \$780.00 (the "Purchase Price"), does hereby absolutely and unconditionally sell, convey, and transfer to the Purchaser, all of Seller's right, title, benefit and interest in outstanding debt owed to creditor, in the form of claim or claims described herein, by **Interphase Corporation** in bankruptcy proceedings in the United States Bankruptcy Court for the **Eastern District of Texas**, (the "Court"), Case No. **4:15-bk-41732** (the "Case"); and includes any Proof of Claim ("POC") (defined below) and additional cash, securities, instruments, other property to be paid by debtor, or proceeds from litigation, in connection with satisfaction of Claim.

Representations

- The Claim is valid, allowed, for the amount of \$2,600.00 (the "Claim Amount"), is not subject to any valid legal or equitable defenses and liquidated, not contingent and undisputed.
- Claim has not been assigned or previously hypothecated.
- The POC documentation is legitimate in relation to the claim and case.
- The term, POC, shall include; All POCs filed by Seller for the Claim discussed herein and all of Seller's documentation supporting the claim. If POC is less than Claim amount, Purchase Price will be reduced to the lower amount on the POC.
- Seller and Purchaser (together the "Parties") involved in this Claim Purchase Agreement (the "Agreement") have the authority to enter into and perform their obligations under this Agreement.
- The Agreement is legal, valid, binding and enforceable in accordance with its terms.
- Seller has not engaged in any conduct, which would harm their claim's right to a payout in the case.
- No payment has yet been made on the claim.
- The Claim is free and clear of any liens, claims or encumbrances and Purchaser, upon sale, will receive good title to the claim.
- Parties agree that the Agreement is confidential and cannot be disclosed without prior written consent of both parties.
- Agreement cannot be modified, changed or discharged without written mutual consent of the Parties.
- This Agreement shall become effective and valid immediately after it has been executed by the Parties.
- The Agreement shall be governed in accordance with the laws of the State of New York, USA.

*see attached
invoice*

Indemnity

- Seller indemnifies Purchaser for:
 - Breaches of Seller's representations and/or covenants.
 - Attempts to harm claim payout in any way.
 - Disgorgement by Purchaser of any amounts received regarding the claim.
- Disallowance of claim:
 - Seller agrees that if any part or all of claim is disallowed for any reason, Seller will refund the Purchase Price of the portion of the claim that was disallowed, and pay the Purchaser interest at a rate of nine (9) percent per annum from the date Purchaser notifies Seller of the disallowance to the date on which the Purchaser receives a refund of the disallowed amount.

Covenants

- Seller will sign any additional documents necessary to transfer the claim to Purchaser.
- Seller will forward all court correspondence to Purchaser.
- Seller will immediately forward all distributions received in connection with payment of claim to Purchaser.
- Purchaser is obligated to pay the full Purchase Price after the parties execute the Agreement within five (5) business days after execution, and interest will accrue, calculated at the rate of nine (9%) percent per annum, from the date of Purchaser's execution of this Agreement until the date that payment is received by Seller, if payment is not made within five business days.

ESchool Medical, LLC Seller

Signature: _____
Print Name/Title: _____
Date: 12/12/16

Telephone: 301-913-0115
Email: _____

VL Capital Management LLC ("Purchaser")

319 West 101st Street, Apartment 5
New York, NY, 10025

Signature: Austin Viny
Print Name/Title: Austin Viny
Date: 12/12/16

Telephone: 216-496-4501
Email: ahviny1@gmail.com

mailed 1/7/16 USPS

| | |
|--|-------------------------------|
| Fill in this information to identify the case: | |
| Debtor 1 | <u>Interphase Corporation</u> |
| Debtor 2 (Spouse, if filing) | |
| United States Bankruptcy Court for the: <u>Eastern District of Texas</u> | |
| Case number | <u>15-41732</u> |

Official Form 410

Proof of Claim

12/15

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both, 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

| | | |
|--|--|--|
| 1. Who is the current creditor? | <u>eSchool Media, Inc.</u> Name of the current creditor (the person or entity to be paid for this claim) | |
| | Other names the creditor used with the debtor _____ | |
| 2. Has this claim been acquired from someone else? | <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____ | |
| 3. Where should notices and payments to the creditor be sent? | Where should notices to the creditor be sent? | Where should payments to the creditor be sent? (if different) |
| Federal Rule of Bankruptcy Procedure (FRBP) 2002(g) | <u>eSchool Media, Inc.</u> Name _____ <u>7920 Norfolk Avenue, Suite 900</u> Number _____ Street _____ <u>Bethesda</u> <u>MD</u> <u>20814</u> City _____ State _____ ZIP Code _____ Contact phone <u>301-913-0115</u> Contact email <u>ndavid@eschoolmedia.com</u> | Name _____ Number _____ Street _____ City _____ State _____ ZIP Code _____ Contact phone _____ Contact email _____ |
| Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____ | | |
| 4. Does this claim amend one already filed? | <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on MM / DD / YYYY | |
| 5. Do you know if anyone else has filed a proof of claim for this claim? | <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____ | |

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? ☒ No
☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. How much is the claim? \$ 2,600.00 Does this amount include interest or other charges?
☒ No
☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
 Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
 Limit disclosing information that is entitled to privacy, such as health care information.

Advertising supplied per agreement signed 5/15/2015

9. Is all or part of the claim secured? ☒ No
☐ Yes. The claim is secured by a lien on property.
 Nature of property:
☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
☐ Motor vehicle
☐ Other. Describe: _____

Basis for perfection: _____

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: \$ _____

Amount of the claim that is secured: \$ _____

Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: \$ _____

Annual interest rate (when case was filed) _____ %

- ☐ Fixed
☐ Variable

10. Is this claim based on a lease? ☒ No
☐ Yes. Amount necessary to cure any default as of the date of the petition: \$ _____

11. Is this claim subject to a right of setoff? ☒ No
☐ Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☒ No

☐ Yes. Check all that apply:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

☐ Up to \$2,775* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

☐ Wages, salaries, or commissions (up to \$12,475*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

Amount entitled to priority

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

* Amounts are subject to adjustment on 4/01/16 and every 3 years after that (for cases begun on or after the date of adjustment).

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5006(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☒ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date

11/7/16
MM/DD/YYYY

Signature

Print the name of the person who is completing and signing this claim:

Name

Robert Morrow

First name

Middle name

Last name

Title

CEO

Company

eSchool Media, Inc.

Identify the corporate servicer as the company if the authorized agent is a servicer.

Address

7920 Norfolk Avenue, Suite 900

Number Street

Bethesda

MD

20814

City

State

ZIP Code

Contact phone

301-913-0115

Email ndavid@eschoolmedia.com

eSCHOOL MEDIA INC.

Advertising Insertion Agreement

Insertion Order #: 1502-05872

Fax to: (310) 540-7864

| | | | |
|----------------------|--|--------------------|---------------------|
| Contact Name: | Mr. Randall McComas | PO #: | |
| Agency/Company: | Interphase / penveu | Advertiser: | Interphase / penveu |
| Address: | 4240 International Parkway, Suite 105 Carrollton, TX 75007 | Account Executive: | Paul Turchetta |
| Phone: | (214) 654-5497 | Phone: | (310) 540-3344 |
| Fax: | (214) 654-5500 | Email: | prturchett@aol.com |
| Email: | rmccomas@lphase.com | IO Date: | 5/11/2015 |
| Billing Information: | Interphase / penveu Care of: 4240 International Parkway, Suite 105 Carrollton, TX 75007 | Total Amount: | \$6,700.00 |

| | |
|-------------------------------|--|
| Special Billing Instructions: | Please send invoices via email attn: Lisa Bascom -- LBascom@lphase.com |
|-------------------------------|--|

| Start Date - End Date | Network | Product Name | Notes | Order Quantity | Total Price |
|-----------------------|--------------|-----------------------------------|----------------------------------|----------------|-------------|
| 5/18/2015 - 5/18/2015 | eSchool News | Innovation Weekly | | 1 | \$ 1,500.00 |
| 5/19/2015 - 5/19/2015 | eSchool News | Exclusive eMail Opt-In with Leads | | 1 | \$ 2,600.00 |
| 6/4/2015 - 6/11/2015 | eSchool News | Exclusive eMail Opt-In with Leads | move to a Sept. date 9/2/15 | 1 | \$ 2,600.00 |
| 6/22/2015 - 6/22/2015 | eSchool News | Innovation Weekly | VALUE ADDED move to a Sept. date | 1 | \$ 0.00 |

| | |
|-----------------------|--|
| Special Instructions: | |
|-----------------------|--|

 5-15-15
 Client Representative Date

 eSchool Media Representative Date

eSCHOOL MEDIA INC.

7920 NORFOLK AVE., SUITE 900 BETHESDA, MD 20814
 TELEPHONE #(301) 913-0115 FED ID #54-1472582
 eSCHOOL NEWS, eCAMPUS NEWS, eCLASSROOM NEWS

Invoice

| DATE | INVOICE # |
|----------|-----------|
| 9/2/2015 | 30981 |

BILL TO:

Interphase / penveu
 Attn: Lisa Bascom
 4240 International Parkway, Suite 105
 Carrollton, TX 75007

SHIP TO:

| P.O. NUMBER | TERMS | REP | SHIP | VIA | F.O.B. | PROJECT |
|-------------|------------------|-----|----------|-----|--------|---------|
| | Due Upon Receipt | PT | 9/2/2015 | | | |

| QUANTITY | ITEM CODE | DESCRIPTION | PRICE EACH | AMOUNT |
|----------|-----------|-------------|------------|--------|
|----------|-----------|-------------|------------|--------|

| | | | | |
|---|--------------|--|----------|----------|
| 1 | E-Mail Broad | eSchool News E-Mail Broadcast Opt-in with Leads Sept. 2, 20215 | 2,600.00 | 2,600.00 |
|---|--------------|--|----------|----------|

eSM ID# 1502-05872

Questions regarding your invoice? Call Lee Calloway at 301-913-0115 x131. Thank you.

TOTAL**\$2,600.00**

Lee Calloway

From: Lee Calloway
Sent: Monday, October 05, 2015 2:12 PM
To: lbascom@iphase.com
Cc: Saturchett@aol.com
Subject: Invoice for Interphase from eSchool Media, Inc.
Attachments: inv_30981_from_eSchool_Media_Inc_3168.pdf

Please find attached your September online invoice.

If you have any questions, please contact Sally Turchetta saturchett@aol.com or 310-540-3344.
Thank you for your business.

Ms. Lee Calloway | Sales Administrator

lcalloway@eschoolnews.com

eSchool Media 7920 Norfolk Ave. Suite 900, Bethesda MD 20814 | 301-913-0115 x131 | Fax (301) 913-0119

From: eSchool News Partner [<mailto:eschool.news@eschoolnews.com>]

Sent: Wednesday, September 02, 2015 12:30 PM

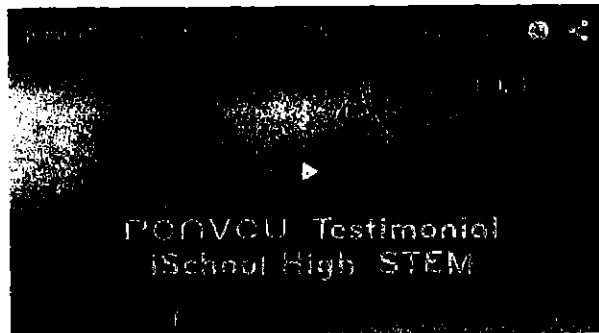
To: Lee Calloway

Subject: penveu - perfect for principals, teachers & IT

See why this school likes penveu for interactivity in the classroom...

Dear eSchoolNews Reader,

Would you like to boost student engagement and lesson focus with classroom interactivity? **penveu®** makes it affordable and easy for teachers, students, and tech staff.



Principal Johannes Starks, iSchool High STEM Academy, Lewisville, Texas

"We have found that for the classroom, penveu cost-effectively meets our needs, is easy to use, and gives our kids some 21st-century learning skills they can use in the real world." [watch video](#) (2 min.)

Use **penveu** to touch the display or as a remote mouse and pen from anywhere in the room

- **Engaging** – interact with the lesson and your students from where you are most effective!
- **Flexible** – Turn any flat, non-reflective surface into an interactive learning experience, with existing projectors or TVs
- **Easy to use, install and maintain**

We invite you to learn more! [penveu product overview](#)

Back to School Special: Buy 5 Get 1 Free, thru September 30.

Sincerely,

The penveu team



800-777-3722

www.penveu.com | info@penveu.com | facebook.com/penveu | [@penveu](https://twitter.com/penveu)

eSchool News, 7920 Norfolk Ave Suite 900, Bethesda, MD 20814

Phone: 301-913-0115 . Fax: 301-913-0119

CustServ@eSchoolNews.com

You are receiving this eMail newsletter at lcalloway@eschoolnews.com as part of a free information service from eSchool News.

To unsubscribe please [click here](#)

eSCHOOL MEDIA INC.

7920 NORFOLK AVE., SUITE 900 BETHESDA, MD 20814
 TELEPHONE #(301) 913-0115 FED ID #54-1472582
 eSCHOOL NEWS, eCAMPUS NEWS, eCLASSROOM NEWS

Invoice

| DATE | INVOICE # |
|-----------|-----------|
| 5/31/2015 | 30793 |

BILL TO:

Interphase / penveu
 Attn: Lisa Bascom
 4240 International Parkway, Suite 105
 Carrollton, TX 75007

SHIP TO:

PAID
5/22/2015
check # 1409

| P.O. NUMBER | TERMS | REP | SHIP | VIA | F.O.B. | PROJECT |
|-------------|------------------|-----|-----------|-----|--------|---------|
| | Due Upon Receipt | PT | 5/31/2015 | | | |

| QUANTITY | ITEM CODE | DESCRIPTION | PRICE EACH | AMOUNT |
|----------|-----------|-------------|------------|--------|
|----------|-----------|-------------|------------|--------|

| | | | | |
|--|--|---|-----------------|-----------------|
| | | 1 E-Mail Broadcast eSchool News E-Mail Broadcast Opt In without leads May 29, 2015 | 2,600.00 | 2,600.00 |
|--|--|---|-----------------|-----------------|

eSM TO# 1502-05872

Questions regarding your invoice? Call Lee Calloway at 301-913-0115 x131. Thank you!

TOTAL**\$2,600.00**

eSCHOOL MEDIA INC.

7920 NORFOLK AVE., SUITE 900 BETHESDA, MD 20814
 TELEPHONE #(301) 913-0115 FED ID #54-1472582
 eSCHOOL NEWS, eCAMPER'S NEWS, eCLASSROOM NEWS

Invoice

| DATE | INVOICE # |
|----------|-----------|
| 6/1/2015 | 30864 |

BILL TO:

Interphase / penveu
 Attn: Lisa Bascom
 4240 International Parkway, Suite 105
 Carrollton, TX 75007

SHIP TO:

| P.O. NUMBER | TERMS | REP | SHIP | VIA | F.O.B. | PROJECT |
|-------------|------------------|-----|----------|-----|--------|---------|
| | Due Upon Receipt | PT | 6/1/2015 | | | |

| QUANTITY | ITEM CODE | DESCRIPTION | PRICE EACH | AMOUNT |
|----------|-----------|-------------|------------|--------|
|----------|-----------|-------------|------------|--------|

| | | | | |
|---|---------------|---|----------|----------|
| 1 | eMail Sponsor | eSchool News Innovation Weekly eMail Sponsorship June 1, 2015 | 1,500.00 | 1,500.00 |
|---|---------------|---|----------|----------|

eSM10# 1502-05872

Questions regarding your invoice? Call Lee Calloway at 301-913-0115 x131. Thank you.

TOTAL**\$1,500.00**

